

DECLARATION AND NOTICE OF POOLED UNIT

RANDY McDOWELL A UNIT

This Declaration and Notice of Pooled Unit dated June 21, 2010, is executed to be effective as of September 27, 2009, by the undersigned parties, who collectively own the leasehold estates created under those certain oil and gas leases and any renewals, extensions, ratifications and amendments thereof which are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Leases"), or who are the owners of an interest in the oil and gas estate in the lands described in the Leases, who join in the execution hereof to evidence their consent to the pooling, unitization and combination of the Leases and oil and gas estates herein described.

RECITALS

WHEREAS, each of the Leases authorizes the lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land and leases, to form a pooled unit for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the Leases and oil and gas estates to the extent necessary to form the hereinafter described pooled unit are necessary and advisable in the judgment of the undersigned to efficiently and effectively develop the oil and gas rights within such unit.

WHEREAS, Chesapeake Appalachia, L.L.C. is the Operator of the gas well(s) in the pooled unit and executes this document on behalf of itself and as agent for all interest owners in the leases to the extent that they do not separately join in the execution hereof.

NOW, THEREFORE, in order to establish and provide proper notice for the creation of the hereinafter described unit, the undersigned hereby declare as follows:

1. **Declaration of Unit:** In accordance with the provisions of the Leases, the undersigned do hereby declare, pool, unitize and combine the Leases, including all renewals, extensions, ratifications and amendments thereof, and the lands covered thereby and the oil and gas estates therein, to the extent necessary to form and create a pooled unit as described below. Production from the unit shall be allocated among all of the Leases and tracts within the unit in the proportion that the number of surface acres of each lease and tract included within the unit bears to the total number of surface acres in the unit, as described in Exhibit "A".
2. **Unit Name:** The pooled unit created hereby shall be known as the "**Randy McDowell A Unit**" ("the Unit").
3. **Description of Unit:** The Unit shall consist of **465.311283 acres**, more or less, being all or a portion of the Leases listed on Exhibit "A" INsofar AND ONLY INsofar as the Leases fall

within the boundary more particularly described and depicted on Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes. This Declaration and Notice of Pooled Unit covers all production from the lands described on Exhibit "A" and Exhibit "B" which is produced from any well drilled within the Unit. To the extent of any inconsistency between the information contained on Exhibit "A" and that depicted on Exhibit "B", Exhibit "A" shall supersede and control.

4. Effect of Pooled Unit. The effect of this Declaration and Notice of Pooled Unit shall be that operations and/or production (or the equivalent as in the case of shut-in payments) anywhere within the Unit shall be deemed to be operations and/or production on each separate tract sufficient to extend and maintain each included lease in the Unit.

5. Right to Amend. The undersigned hereby expressly reserve the right, from time to time, to amend this Declaration and Notice of Pooled Unit, and the respective terms and provisions hereof, and to change the size and area of, and interests covered by the Unit, including without limitation, the power (i) to change, reduce, enlarge or extend the size or configuration of the Unit; (ii) to include in the Unit additional lands and oil and gas leases, or interests in the lands described therein, covering interests in the Unit, which are secured or obtained subsequent to the date hereof, or prior to the date hereof and not included and described herein; (iii) to include in the Unit full or undivided interests in the Unit which are not otherwise included herein by the respective owner of such full or undivided interests; and (iv) to change the allocation of oil and gas production attributable to the various lands, leases and owners thereof to conform with (i) – (iii) above.

6. Dissolution of Unit: The Unit formed hereby may be dissolved by Chesapeake Appalachia, L.L.C., acting as the Operator of the Unit, with the consent of the undersigned, at any time by filing an appropriate instrument of record in Marshall County, West Virginia, after any failure to establish unit production or after cessation of operations upon the Unit.

7. Binding upon Assigns and Successors: This instrument shall bind, inure to the benefit of, and be exercised by heirs, assigns, and successors in interest of all parties.

8. Counterparts. This document may be executed in one or more counterparts, each of which will be deemed to be an original for all purposes and all of which, when taken together, will be deemed to constitute one and the same document as if all signatures were included therein. The failure of one or more of the signatory parties listed below to execute this instrument or a counterpart thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument.

9. Effective Date: This Unit shall remain in force from the effective date listed hereinabove and for as long as oil and gas are being produced from the Unit, or so long as the Leases are maintained in force and effect by payment or tender of shut-in royalties, or by other means, in accordance with the terms and provisions of the Leases.

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes from the effective date listed hereinabove.

Chesapeake Appalachia, L.L.C.
an Oklahoma limited liability company

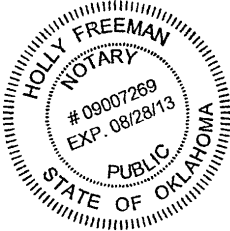
By: [Signature]
Henry J. Hood, Senior Vice President –
Land and Legal & General Counsel

CORPORATE ACKNOWLEDGMENT

STATE OF Oklahoma)
) SS:
COUNTY OF Oklahoma)

On this, the 29th day of June, 2010, before me Holly Freeman, the undersigned officer, personally appeared Henry J. Hood, who acknowledged himself to be the Senior Vice President – Land and Legal & General Counsel of Chesapeake Appalachia, L.L.C., an Oklahoma limited liability company, and that he as such Senior Vice President – Land and Legal & General Counsel, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as Senior Vice President – Land and Legal & General Counsel.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



My Commission Expires: _____

Signature/Notary Public: [Signature]

Name/Notary Public (print): _____

Statoil USA Onshore Properties Inc.

By: *M.K. Williams*
Mr. M.K. Williams, Land Manager -
Onshore Gas

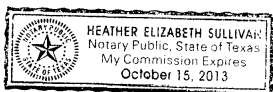
AHB

CORPORATE ACKNOWLEDGMENT

STATE OF Texas)
) SS:
COUNTY OF Harris)

On this, the 5th day of August, 2010, before me Heather Elizabeth Sullivan, the undersigned officer, personally appeared M.K. Williams, who acknowledged himself to be the Land Manager - Onshore Gas of Statoil USA Onshore Properties Inc., a corporation, and that he as such Land Manager - Onshore Gas, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Land Manager - Onshore Gas.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



My Commission Expires: 10-15-2013
Signature/Notary Public: *Heather Elizabeth Sullivan*
Name/Notary Public (print): Heather Elizabeth Sullivan

Jan. Post
MARSHALL County 11:24:18 AM
Instrument No 1290483
Date Recorded 08/16/2010
Document Type O&G
Pages Recorded 9
Book-Page 706-385
Recording Fee \$9.00
Additional \$6.00

Counterpart signature page for Randy McDowell A Declaration and Notice of Pooled Unit dated June 21, 2010.

Counterpart signature page for Randy McDowell A Declaration and Notice of Pooled Unit dated June 21, 2010.

Stone Energy Corporation

By: [Signature]
Michael D. Deville - Land Manager *post*

CORPORATE ACKNOWLEDGMENT

STATE OF Louisiana)
Parish) SS:
COUNTY OF Lafayette)

On this, the 1st day of July, 2010, before me Carolyn Savoy, the undersigned officer, personally appeared Michael D. Deville, who acknowledged himself to be the Land Manager of Stone Energy Corporation, a corporation, and that he as such Land Manager, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Land Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: with life
Signature/Notary Public: [Signature]
Name/Notary Public (print): Carolyn Savoy

CAROYLYN SAVOY
NOTARY PUBLIC # 38980
My Commission Is For Life

This document prepared by:
Chesapeake Appalachia, LLC
6100 N. Western Avenue
P.O. Box 18496
Oklahoma City, OK 73118

Counterpart signature page for Randy McDowell A Declaration and Notice of Pooled Unit dated June 21, 2010.

EXHIBIT "A"

Attached to and made a part of that Declaration and Notice of Pooled Unit dated June 21, 2010, to be effective as of September 27, 2009, by and between Chesapeake Appalachia, L.L.C., Statoil USA Onshore Properties, Inc., and Stone Energy Corporation

Randy McDowell A Unit
Liberty and Meade Districts
Marshall County, West Virginia

Chesapeake Lease Number	Lessor	Lessee	Lease Date	Recording Information	Tax ID Number	Leased Acres	Approximate Net Acres within Unit
1-254856-000	Paige Yoho et al	Manufacturers Light & Heat Co.	04/26/1962	Book 360, Page 289	9-19-9	133.00	1.221268933
1-254978-000	Milford Richmond	Manufacturers Light & Heat Co.	02/10/1960	Book 342, Page 056	9-19-22	195.00	65.000000000
1-254978-000	Milford Richmond	Manufacturers Light & Heat Co.	02/10/1960	Book 342, Page 056	9-19-23	125.00	60.000000000
1-254977-000	Stella Robinson et al	Manufacturers Light & Heat Co.	01/28/1960	Book 342, Page 051	9-19-18	200.00	34.47954722
1-254878-000	Myrl E. Gilbert	Manufacturers Light & Heat Co.	03/10/1958	Book 329, Page 214	9-19-12	54.00	46.32103195
1-254878-000	Myrl E. Gilbert	Manufacturers Light & Heat Co.	03/10/1958	Book 329, Page 214	9-19-13	54.00	1.18604037
1-254955-000	Okla J Yoho et al	Manufacturers Light & Heat Co.	03/15/1965	Book 375, Page 211	7-29-8	122.00	25.888643220
1-243372-000	George N Yoho	Manufacturers Light & Heat Co.	11/26/1963	Book 367, Page 017	7-29-8.1	110.00	10.243004680
1-243395-000	George N Yoho	Manufacturers Light & Heat Co.	11/26/1963	Book 367, Page 013	7-29-7	142.00	3.042640397
1-238995-001	Walter McDowell	Chesapeake Appalachia, L.L.C.	04/09/2007	Book 659, Page 385	9-19-26	180.00	20.24866034
1-238995-002	Doris E. Pyles	Chesapeake Appalachia, L.L.C.	04/12/2007	Book 659, Page 529	9-19-26	180.00	20.24866034
1-238995-003	Margaret J. McDowell	Chesapeake Appalachia, L.L.C.	04/10/2007	Book 659, Page 533	9-19-26	180.00	20.24866034
1-238995-004	Dennis W. McDowell	Chesapeake Appalachia, L.L.C.	05/02/2007	Book 660, Page 276	9-19-26	180.00	6.749535447
1-238995-005	Ray L. McDowell et ux	Chesapeake Appalachia, L.L.C.	04/13/2007	Book 660, Page 414	9-19-26	180.00	20.24866034
1-238995-006	Charlot S. Szafian	Chesapeake Appalachia, L.L.C.	05/08/2007	Book 660, Page 280	9-19-26	180.00	6.749535447
1-238995-007	Richard W. McDowell	Chesapeake Appalachia, L.L.C.	05/16/2007	Book 660, Page 599	9-19-26	180.00	6.749535447
1-285571-001	Edna R Scherrick	Chesapeake Appalachia, L.L.C.	07/23/2009	Book 666, Page 168	9-19-7	31.40	0.98920491
1-285571-002	Stanley R Geho	Chesapeake Appalachia, L.L.C.	07/30/2009	Book 666, Page 165	9-19-7	31.40	0.10914499
1-285571-003	Frances G Stolar	Chesapeake Appalachia, L.L.C.	07/30/2009	Book 666, Page 162	9-19-7	31.40	0.10914499
1-285571-004	Brenda Geho	Chesapeake Appalachia, L.L.C.	07/30/2009	Book 666, Page 164	9-19-7	31.40	0.10914499
1-285571-005	Rosa A Filler	Chesapeake Appalachia, L.L.C.	07/31/2009	Book 666, Page 159	9-19-7	31.40	0.10914499
1-285571-006	Lula E Gilmore	Chesapeake Appalachia, L.L.C.	08/14/2009	Book 667, Page 167	9-19-7	31.40	0.10914499
1-285571-007	Glover G Geho	Chesapeake Appalachia, L.L.C.	08/14/2009	Book 667, Page 170	9-19-7	31.40	0.10914499
1-285571-008	Clarice E & Kenneth Dale Sampson	Chesapeake Appalachia, L.L.C.	08/11/2009	Book 667, Page 173	9-19-7	31.40	0.19646098

EXHIBIT "A"
 Attached to and made a part of that Declaration and Notice of Pooled Unit dated June 21, 2010, to be effective as of September 27, 2009,
 by and between Chesapeake Appalachia, L.L.C., Station USA Onshore Properties, Inc., and Stone Energy Corporation

Randy McDowell A Unit
 Liberty and Meade Districts
 Marshall County, West Virginia

Chesapeake Lease Number	Lessor	Lessee	Lease Date	Recording Information	Tax ID Number	Leased Acres	Approximate Net Acres within Unit
1-285571-009	Albert J Chambers	Chesapeake Appalachia, L.L.C.	08/27/2009	Book 687, Page 245	9-19-7	31.40	0.030929220
1-285571-010	Maxine K Smith	Chesapeake Appalachia, L.L.C.	08/27/2009	Book 687, Page 242	9-19-7	31.40	0.030929220
1-285571-011	Myrl E Chambers	Chesapeake Appalachia, L.L.C.	08/27/2009	Book 687, Page 239	9-19-7	31.40	0.030929220
1-285571-012	Raymond E Rush	Chesapeake Appalachia, L.L.C.	08/25/2009	Book 687, Page 236	9-19-7	31.40	0.065486699
1-285571-013	Brenda S Rush	Chesapeake Appalachia, L.L.C.	08/19/2009	Book 687, Page 210	9-19-7	31.40	0.065486699
1-285571-014	Thomas W Rush	Chesapeake Appalachia, L.L.C.	08/19/2009	Book 687, Page 213	9-19-7	31.40	0.065486699
1-285571-015	Alona A Babcock	Chesapeake Appalachia, L.L.C.	08/19/2009	Book 687, Page 216	9-19-7	31.40	0.065486699
1-285571-016	Goldie L Lilley	Chesapeake Appalachia, L.L.C.	08/20/2009	Book 687, Page 219	9-19-7	31.40	0.109114499
1-285571-017	Floesie P. Otto	Chesapeake Appalachia, L.L.C.	09/01/2009	Book 690, Page 159	9-19-7	31.40	0.030929220
1-285571-018	Clarse Dehors White	Chesapeake Appalachia, L.L.C.	09/03/2009	Book 690, Page 162	9-19-7	31.40	0.196460698
1-285571-019	Harland L. Blake	Chesapeake Appalachia, L.L.C.	09/03/2009	Book 690, Page 165	9-19-7	31.40	0.030929220
1-285571-020	Margaret Ann Rothwell Hensler	Chesapeake Appalachia, L.L.C.	09/03/2009	Book 690, Page 168	9-19-7	31.40	0.05457249
1-285571-021	David Roger Rothwell	Chesapeake Appalachia, L.L.C.	09/03/2009	Book 690, Page 171	9-19-7	31.40	0.05457249
1-285571-022	Virginia Wilson Meyberry	Chesapeake Appalachia, L.L.C.	09/08/2009	Book 690, Page 174	9-19-7	31.40	0.196460698
1-285571-023	James W. Rush	Chesapeake Appalachia, L.L.C.	09/10/2009	Book 690, Page 144	9-19-7	31.40	0.24557623
1-285571-024	Janice D. Trunick	Chesapeake Appalachia, L.L.C.	09/10/2009	Book 690, Page 180	9-19-7	31.40	0.24557623
1-285571-025	Myrle L. Sussler	Chesapeake Appalachia, L.L.C.	09/10/2009	Book 690, Page 183	9-19-7	31.40	0.00000000
1-285571-026	Maria Lee Angelo	Chesapeake Appalachia, L.L.C.	09/11/2009	Book 687, Page 186	9-19-7	31.40	0.08185874
1-285571-027	Edward J. Angelo	Chesapeake Appalachia, L.L.C.	09/11/2009	Book 687, Page 189	9-19-7	31.40	0.08185874
1-285571-028	Franklin T. Rush	Chesapeake Appalachia, L.L.C.	09/11/2009	Book 687, Page 192	9-19-7	31.40	0.065486699
1-285571-029	Frances L. Lucas	Chesapeake Appalachia, L.L.C.	09/17/2009	Book 687, Page 195	9-19-7	31.40	0.03274350
1-285571-030	Donna M. Grant	Chesapeake Appalachia, L.L.C.	09/18/2009	Book 687, Page 198	9-19-7	31.40	0.09823049
1-285571-031	Allen R. Stonebraker	Chesapeake Appalachia, L.L.C.	09/18/2009	Book 690, Page 201	9-19-7	31.40	0.1637175
1-285571-032	Keith A. Stonebraker	Chesapeake Appalachia, L.L.C.	09/26/2009	Book 690, Page 213	9-19-7	31.40	0.1637175
1-285571-033	Lori A. Commisso	Chesapeake Appalachia, L.L.C.	09/28/2009	Book 690, Page 217	9-19-7	31.40	0.01637175
1-285571-034	Evelyn Maxine Gilbert	Chesapeake Appalachia, L.L.C.	10/07/2009	Book 690, Page 590	9-19-7	31.40	0.49115245
1-285571-035	Lana M. Giles	Chesapeake Appalachia, L.L.C.	10/12/2009	Book 690, Page 594	9-19-7	31.40	0.49115245
1-285571-036	Janice L. Bundy	Chesapeake Appalachia, L.L.C.	10/15/2009	Book 690, Page 606	9-19-7	31.40	0.03274350
1-285571-037	James M. Cain	Chesapeake Appalachia, L.L.C.	10/15/2009	Book 690, Page 602	9-19-7	31.40	0.03274350
1-285571-038	Glenn Cain	Chesapeake Appalachia, L.L.C.	10/15/2009	Book 690, Page 598	9-19-7	31.40	0.03274350
1-285571-039	Elwood D. Wilson	Chesapeake Appalachia, L.L.C.	10/20/2009	Book 691, Page 471	9-19-7	31.40	0.099823049
1-285571-040	Richard T. Cain	Chesapeake Appalachia, L.L.C.	10/20/2009	Book 691, Page 417	9-19-7	31.40	0.03274350
1-285571-041	Freda M. Mueller	Chesapeake Appalachia, L.L.C.	10/26/2009	Book 691, Page 017	9-19-7	31.40	0.03274350
1-285571-042	James A. McCann	Chesapeake Appalachia, L.L.C.	10/26/2009	Book 691, Page 013	9-19-7	31.40	0.00654867
1-285571-043	Nancy A. Wilson	Chesapeake Appalachia, L.L.C.	10/26/2009	Book 691, Page 001	9-19-7	31.40	0.09823049
1-285571-044	Donald E. Rush	Chesapeake Appalachia, L.L.C.	11/02/2009	Book 692, Page 353	9-19-7	31.40	0.065486699
1-285571-045	Jeffrey S. McCann	Chesapeake Appalachia, L.L.C.	11/05/2009	Book 692, Page 361	9-19-7	31.40	0.00654867
1-285571-046	David R. McCann	Chesapeake Appalachia, L.L.C.	11/05/2009	Book 692, Page 357	9-19-7	31.40	0.00654867
1-285571-047	Jeanette E. Brooks	Chesapeake Appalachia, L.L.C.	11/24/2009	Book 694, Page 496	9-19-7	31.40	0.01637175
1-285571-048	Darla A. Figned	Chesapeake Appalachia, L.L.C.	11/24/2009	Book 694, Page 493	9-19-7	31.40	0.24557623
1-285571-049	Robert J. Wilson	Chesapeake Appalachia, L.L.C.	11/30/2009	Book 694, Page 332	9-19-7	31.40	0.19646098
1-285571-050	Edwin M. McCann	Chesapeake Appalachia, L.L.C.	11/21/2009	Book 693, Page 624	9-19-7	31.40	0.00654867
1-285571-051	Terry L. McCann	Chesapeake Appalachia, L.L.C.	11/30/2009	Book 694, Page 075	9-19-7	31.40	0.00654867
1-285571-052	Betty Jane Cunningham	Chesapeake Appalachia, L.L.C.	12/07/2009	Book 695, Page 487	9-19-7	31.40	0.09823049
1-285571-053	Phillip E. Skidmore	Chesapeake Appalachia, L.L.C.	12/09/2009	Book 695, Page 483	9-19-7	31.40	0.09823049

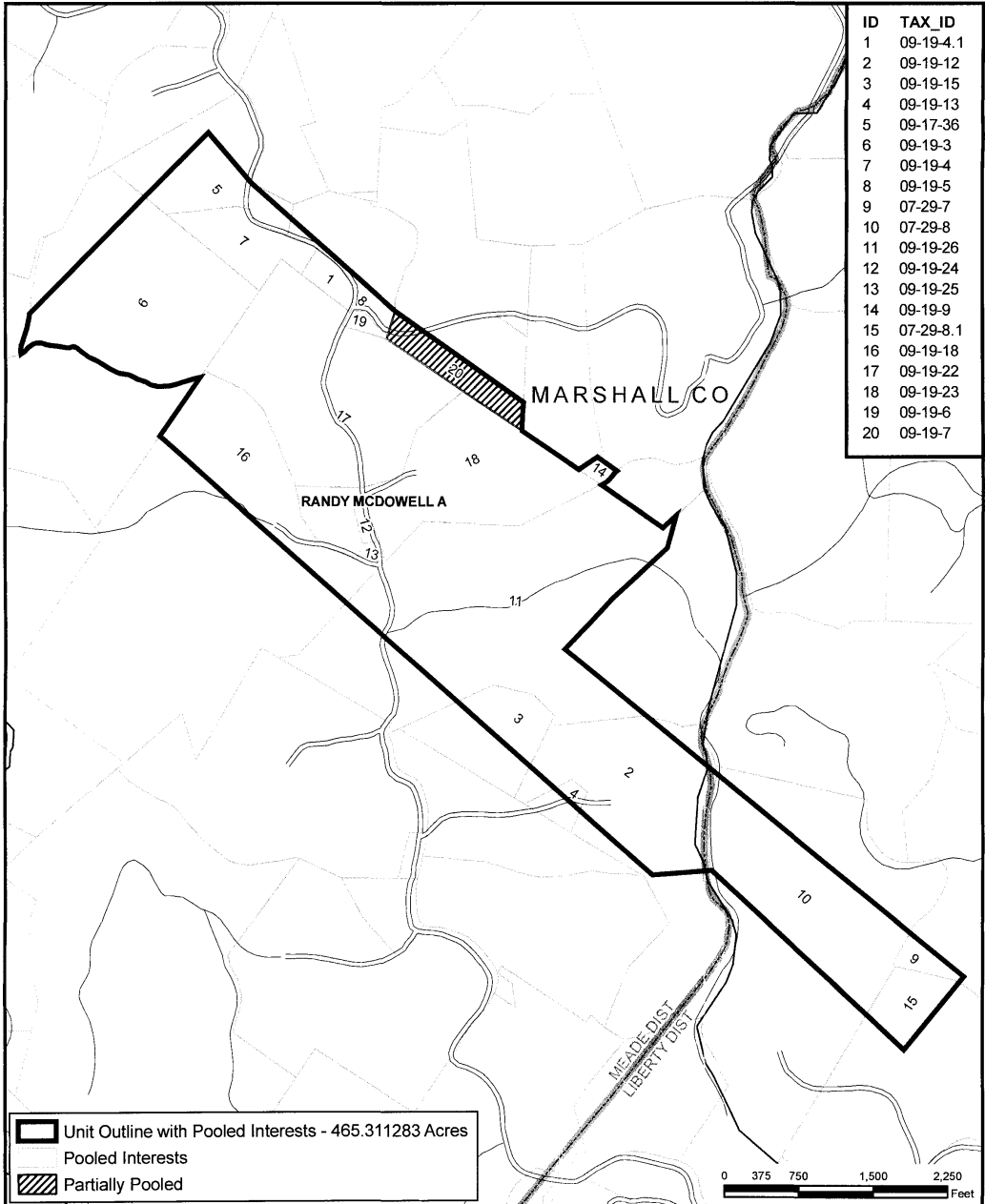
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by and between Chesapeake Appalachia, L.L.C., Statoil USA Onshore Properties, Inc., and Stone Energy Corporation

[illegible]

Exhibit "B"

Attached to and made part of the Declaration and Notice of Pooled Unit dated June 21, 2010, to be effective as of September 27, 2009, by and between Chesapeake Appalachia, L.L.C., Statoil USA Onshore Properties, Inc., and Stone Energy Corporation



Unit Plat

**Randy McDowell Common Pad
Marshall Co., WV**

1 inch = 1,250 feet



Date: 6/21/2010

X:\GIS\Land\Eastern Division\Central District\UNIT\Randy L McDowell\Randy L McDowell DPU.mxd

Projection: NAD 1983 UTM Zone 17N

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 21st day of June, 2010, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 16th day of August, 2010, at 11:24 o'clock A.M.

TESTE Jan Pest Clerk.